

This Indenture, Made the 5th day of June, 1941  
 in the year of our Lord, one thousand nine hundred and thirty,  
 between S.C. EVANS and MARY S. EVANS, his wife,

parties of the first part,  
 and CITY OF RIVERSIDE, a municipal corporation, of Riverside  
 County, State of California,

part.Y of the second part,  
 WITNESSETH, That for and in consideration of the sum of  
 Ten (\$10) Dollars,

in hand paid by the said part.Y of the second part, the receipt whereof is hereby acknowl-  
 edged, the said parties of the first part, do hereby these presents grant, bargain, sell, convey  
 remise, release and forever quitclaim  
 and confirm unto the said part.Y of the second part and to its successors

and assigns forever, ~~all that certain lot of land situated in the~~

~~County of~~

~~State of California and bounded and particularly described as follows to-wit~~

the following described property:

All right to water and use of water from the Twin Springs Water  
 Company, a corporation, organized and existing under the laws of the  
 State of California, and all rights of every kind and nature in said  
 company, on lands described as follows:

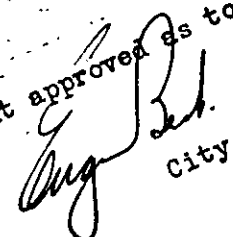
Lot "E" of Rivera Tract, as per map of said tract of record in  
 Book of Maps 10, page 4, records of Riverside County, California,  
 said lot containing 1 acre of land, said water right on said Lot "E"  
 being evidenced by Certificate No. 80 for 1 share of stock of said  
 Twin Springs Water Company.

Three acres in Lot 19 of the Alamo Tract, as per map of record  
 in Book of Maps 9, page 5, records of Riverside County, California,  
 said 3 acres of land being west of and adjoining Lot 69 of the lands  
 of the Southern California Colony Association, per map of record in  
 Book of Maps 7, page 5, records of San Bernardino County, California,  
 and fronting Rivera Street, formerly Strong Street, said water right  
 on said 3 acres of land being evidenced by Certificate No. 81 for 3  
 shares of stock of said Twin Springs Water Company.

Portions of Lots 3 and "J" of the Amended Map of the Indian Hill  
 Tract, as per map of record in Book of Maps 10, page 3, records of  
 Riverside County, California, said water right on said Portions of  
 Lots 3 and "J" being evidenced by Certificate No. 75 for 82 shares of  
 stock of the Twin Springs Water Company.

Together with stock certificates of said Twin Springs Water  
 Company, as follows:

No. 80 for 1 share .  
 No. 81 for 3 shares.  
 No. 75 for 82 shares.

This instrument approved as to form.  
  
 City Attorney.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest..... property, possession, claim and demand whatsoever, as well in law as in equity, of the said part..... of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular, the said premises together with the appurtenances, unto the said party..... of the second part and to its SUCCESSORS ~~heirs~~ and assigns forever.

In Witness Whereof, the said party..... of the first part have hereunto set their..... hand.S. the day and year first above written.

*[Signature]*  
Name of E

In witness Whereof, the said parties of the first part have hereunto set their  
hand.s. the day and year first above written.

*V. C. Tucker*

*Mary S. Evans*

STATE OF CALIFORNIA,  
County of Riverside, } ss.

On this 9th day of June, in the year one thousand nine  
hundred and thirty, before me, E.W. Tucker,  
a Notary Public in and for said County and State, personally appeared

S.C. Evans and Mary S. Evans, his wife,  
known to me to be the person.s described in and whose name.s are subscribed to the  
within instrument, and acknowledged that t.h.e.y executed the same.

In Witness Whereof: I have hereunto set my hand and official seal, at my office in the said  
County, the day and year in this Certificate first above written.

*E.W. Tucker* My Commission Expires Dec. 3, 1931  
Notary Public in and for Riverside County, State of California.

[RECORDER'S FORM]

QUITCLAIM  
Deed

S.C. Evans  
and

Mary S. Evans

—TO—

City of Riverside

Dated June 5, 1930.

14 10 23 WDC

1 RESOLUTION NO. 1739 (NEW SERIES).

2 RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE, CALIFORNIA,  
3 ACCEPTING A DEED.

4 RESOLVED; by the Council of the City of Riverside, California,  
5 that deed dated June 5, 1930, executed by S. C. EVANS and MARY S. EVANS,  
6 his wife, to the CITY OF RIVERSIDE, a municipal corporation, of the County  
7 of Riverside, State of California, remising, releasing and forever quit-  
8 claiming the following described premises situated in aforesaid County and  
9 State, and more particularly described as follows, to-wit:

10 All right to water and use of water from the Twin Springs  
11 Water Company, a corporation, organized and existing under the  
12 laws of the State of California, and all rights of every kind  
and nature in said Company, on lands described as follows:

13 Lot "E", of Rivera Tract, as per map of said tract of  
14 record in Book 10 of Maps, page 4, Riverside County records,  
15 said Lot containing one (1) acre of land, said water right  
on said Lot "E" being evidenced by Certificate No. 80 for  
one (1) share of stock of said Twin Springs Water Company.

16 Three (3) acres in Lot 19, of the Alamo Tract, as per  
17 map of record in Book 9 of Maps, page 5, Riverside County  
18 records, said three (3) acres of land being west of and ad-  
19 joining Lot 69, of the lands of the Southern California Colony  
20 Association, per map of record in Book 7 of Maps, page 3, San  
Bernardino County records, and fronting Rivera Street, formerly  
Strong Street, said water right on said three (3) acres of land  
being evidenced by Certificate No. 81 for three (3) shares of  
stock of said Twin Springs Water Company.

21 Portions of Lots 3 and "J", of the Amended Map of the  
22 Indian Hill Tract, as per map of record in Book 10 of Maps,  
23 page 3, Riverside County records, said water right on said  
portions of Lots 3 and "J" being evidenced by Certificate No.  
75 for eighty-two (82) shares of stock of said Twin Springs  
Water Company.

24 Together with Stock Certificates of said Twin Springs  
25 Water Company, as follows, to-wit:

26 No. 80 for 1 share.  
27 No. 81 for 3 shares.  
28 No. 75 for 82 shares.

29 be, and the same is hereby, accepted; and

30 BE IT FURTHER RESOLVED; that a copy of this resolution be attached  
31 to the said deed and that the same be recorded in the office of the County  
Recorder of Riverside County, California, and thereafter filed in the office


1 of the City Engineer of said City of Riverside.

2 I, G. Albert Mills, the duly elected, qualified and acting  
3 Clerk of the City of Riverside, California, hereby certify that the  
4 foregoing resolution was duly and regularly introduced and adopted by  
5 the Council of said City at its meeting held on the 19th day of August,  
6 1930, by the following vote:

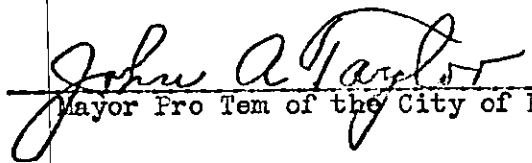
7 Ayes: Councilmen Redman, Backstrand, Taylor, Lindsley, Pearse,  
8 Wells and Lohrli.

9 Noes: None.

10 Absent: None.

11   
12 Clerk of the City of Riverside.

13 I hereby approve the foregoing resolution this 19th day of  
14 August, 1930.

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16 Mayor Pro Tem of the City of Riverside.  
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S. C. EVANS AND MARY S. EVANS, HIS WIFE

TO

CITY OF RIVERSIDE.

INDEXED

Book B-1903ed

RECEIVED FOR RECORD

AUG 29 1930

3:00 p.m. past 2 o'clock P.M. at  
REQUEST OF  
RIVERSIDE TITLE COMPANY

Copied in Book No. 873 of

DEEDS page 208 et

seq. Records of Riverside County,  
California.

JACK A. ROSS, Recorder.

By J. B. Ross,  
Deputy Recorder.

Fees \$ None

CONFIRMED

Document in Title

Record of Riverside County

Return to  
G. Albert  
City Clerk  
Riverside, Cal.

14-14953  
to  
about 7m  
by Clark  
with  
E.

**THIS INSTRUMENT**, Made the \_\_\_\_\_ day of \_\_\_\_\_

in the year of our Lord, one thousand nine hundred and thirty,  
between S. C. EVANS and MARY S. EVANS, his wife,

\_\_\_\_\_ parties of the first part  
and CITY OF RIVERSIDE, a municipal corporation, of Riverside,  
County, State of California,

\_\_\_\_\_ party of the second part,  
**WITNESSETH**, That for and in consideration of the sum of TEN  
(\$10.00) Dollars,

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said parties of the first part do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and to its successors ~~here~~ and assigns forever, all that certain lot or parcel of land situate in the \_\_\_\_\_ County of Riverside, State of California, and bounded and particularly described as follows, to-wit:

Lot "O" of the Rivera Tract, per map of said tract of record in Book of Maps 10, page 4, records of Riverside County, California, said lot containing 53.08 acres of land.

Subject to the rights and reservations mentioned and contained in the deed from the Riverside Land and Irrigating Company, a corporation, to the Twin Springs Water Company, a corporation, dated February 25th, 1916, and recorded March 2nd, 1916, in Book of Deeds 439, page 121, records of Riverside County, California.

Subject also to the right of way to the City of Riverside for a storm ditch along the Southerly boundary line of said Lot "O" extending Westerly from North Orange Street.

Subject to taxes for the fiscal year 1930-1931.

And the said grantors, for themselves, their heirs, successors and assigns, hereby release and discharge the said grantee from all liability for damages which they, or any of them, may suffer as the owners of land situate within the Counties of Riverside and San Bernardino, and caused by the exercise of the rights herein granted to said grantee to develop, transport and export water from the real property hereinabove specifically described.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

**To Have and to Hold** all and singular, the said premises together with the appurtenances, unto the said party of the second part and to its successors ~~here~~ and assigns forever.

In Witness Whereof, the said parties of the first part have hereunto set their hand. S. the day and year first above written.

Instrument approved as to form  
City Attorney.

*[Signature]*  
Mary S. Evans



State of California }  
COUNTY OF RIVERSIDE } ss

On this 7th day of August, in the year one thousand nine hundred and thirty, before me, *Marjorie A. Himes*, a Notary Public in and for said County and State, personally appeared S. C. Evans and Mary S. Evans, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged that they executed the same.

In Witness Whereof: I have hereunto set my hand and official seal, at my office in the said County, the day and year in this Certificate first above written.

*Marjorie A. Himes*

Notary Public in and for the County of Riverside, State of California.

[RECORDER'S FORM]

Deed

S. C. EVANS and MARY S.

EVANS, his wife.

—TO—

CITY OF RIVERSIDE, a

municipal corporation.

Dated August 7, 1930.

6241M

1 Ayres: ~~James~~ Lindsley,  
2 RESOLUTION NO. 1737 (NEW SERIES).

3 RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE,  
4 CALIFORNIA, ACCEPTING A DEED.

5 Absent.

6 RESOLVED; by the Council of the City of Riverside, California,  
7 that deed dated August 7, 1930, executed by S. C. EVANS and MARY S. EVANS,  
8 his wife, to the CITY OF RIVERSIDE, a municipal corporation, of the County  
9 of Riverside, State of California, for the following described premises  
10 situated in aforesaid County and State, and more particularly described as  
11 follows; to-wit:

12 Lot "O", of the Rivera Tract, as per map of record in Book  
13 10 of Maps, page 4, Riverside County records, containing 53.08  
14 acres of land.

15 Subject to the rights and reservations mentioned and con-  
16 tained in the deed from the Riverside Land and Irrigating Com-  
17 pany, a corporation, to the Twin Springs Water Company, a corp-  
18 oration, dated February 25, 1916, and recorded March 2, 1916,  
19 in Book 439 of Deeds, page 121, Riverside County records.

20 Subject also to the right-of-way to the City of Riverside  
21 for a storm ditch along the southerly boundary line of said Lot  
22 "O" extending westerly from North Orange Street.

23 Subject to taxes for the fiscal year 1930-31.

24 And the said grantors, for themselves, their heirs, success-  
25 ors and assigns, hereby release and discharge the said grantee  
26 from all liability for damages which they, or any of them, may  
27 suffer as the owners of land situate within the Counties of River-  
28 side and San Bernardino, and caused by the exercise of the rights  
29 herein granted to said grantee to develop, transport and export  
30 water from the real property hereinabove specifically described,

31 be, and the same is hereby, accepted; and

BE IT FURTHER RESOLVED; that a copy of this resolution be  
attached to the said deed and that the same be recorded in the office  
of the County Recorder of Riverside County, California, and thereafter  
filed in the office of the City Engineer of said City of Riverside.

I, G. Albert Mills, the duly elected, qualified and acting Clerk  
of the City of Riverside, California, hereby certify that the foregoing  
resolution was duly and regularly introduced and adopted by the Council of  
said City at its meeting held on the 19th day of August, 1930, by the follow-  
ing vote:

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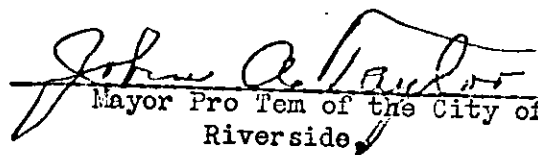
Ayes: Councilmen Redman, Backstrand, Taylor, Lindsley,  
Pearse, Wells and Lohrli.

Noes: None.

Absent: None.

  
Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 19th day of August,  
1930.

  
Mayor Pro Tem of the City of  
Riverside.

1899  
S. C. EVANS AND MARY S. EVANS, HIS WIFE,

TO

CITY OF RIVERSIDE.

INDEXED

Book C Paged

AUG 7 - 1930

RECEIVED FOR RECORD

AUG 20 1930

30 min past 2 o'clock Mat

REQUEST OF

RIVERSIDE TITLE COMPANY

Copied in Book No 873 of

DEEDS page 98 et

seq. Records of Riverside County,  
California.

JACK A. ROSS, Recorder.

By JBR  
Deputy Recorder.

Fees \$ 20.13

CONFIDENTIAL

L. H. Hyde

Recd & Monitored

Return to  
J. Albert  
City Clerk  
Riverside  
RIVERSIDE TITLE CO.

August, A. D. 1930...  
BETWEEN S. C. EVANS and MARY S. EVANS, his wife,

1334-1  
about 7  
City CC  
rec'd  
FILE TITLE

August, ..... A. D. 1930...  
BETWEEN ..... S. C. EVANS and MARY S. EVANS, his wife,

..... the parties of the first part, and  
CITY OF RIVERSIDE, a municipal corporation, of Riverside County,  
State of California, ..... the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of  
Ten (\$10)----- Dollars,

gold coin of the United States of America, to them in hand paid by  
the said party of the second part, the receipt whereof is hereby acknowledged, have  
remised, released, and forever quitclaimed, and by these presents do remise, release and  
forever quitclaim, unto the said party of the second part, and to its successors and assigns,

~~with all and singular rights and appurtenances in anywise by law or equity to them in anywise belonging and being in the~~  
~~XX~~

~~hereinbefore and particularly described as follows to-wit:~~ the following described  
property:-

fore  
All water reservations heretofore reserved by first parties, or by the Riverside Land and Irrigating Company, a corporation, now dissolved, but of which S. C. Evans is the sole successor in interest, as affecting any lands in the City of Riverside, or the County of Riverside, State of California, northerly of First Street of said City of Riverside, excepting therefrom what may pertain to the lands within Fairmount Park in said City of Riverside, and also excepting the reservations contained in the deed from the Riverside Land and Irrigating Company, a corporation, to the Twin Springs Water Company, a corporation, dated February 25, 1916, and recorded March 2, 1916, in Book of Deeds 439, page 121, Records of Riverside County, California.

And also the full force and benefit of the immunities created by any and all agreements, releasing and discharging said first parties, and/or said Riverside Land and Irrigating Company, a corporation, from liability for damages to any premises, and/or lands, situated in the area hereinabove described, on account of, or caused by, the developing, extracting, conveying and using of water on any lands other than the lands situate in said area from which the same is obtained.

Instrument approved as to form.  
*[Signature]*  
City Attorney.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest,..... property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party... of the second part, and to its successors, heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the Presence of  
*[Signature]* (Seal)  
*Mary S. Evans* (Seal)  
 \_\_\_\_\_ (Seal)

Quitclaim Deed

S. C. EVANS

MARY S. EVANS,

-TO-

CITY OF RIVERSIDE.

Dated August 7, 1930.

Walter D. Clark, Prompt Printer, Riverside, Cal

State of California, }  
COUNTY OF RIVERSIDE, } ss.

On this 7th day of August, in the year one thousand nine hundred and thirty, before me, *Marjorie A. Kiers*, a Notary Public, in and for said County of Riverside, State of California, residing therein, duly commissioned and sworn, personally appeared S. C. Evans and Mary S. Evans, his wife.

personally known to me to be the persons described in and whose names are subscribed to and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at my office in Riverside, in the said County the day and year in this Certificate first above written.

*Marjorie A. Kiers*  
Notary Public in and for Riverside County, State of California

RESOLUTION NO. 1738 (NEW SERIES).

RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE, CALIFORNIA,  
ACCEPTING A DEED.

RESOLVED; by the Council of the City of Riverside, California,  
that deed dated August 7, 1930, executed by S. C. EVANS and MARY S. EVANS, --  
his wife, to the CITY OF RIVERSIDE, a municipal corporation, of the County  
of Riverside, State of California, remising, releasing and forever quit-  
claiming the following described premises situated in aforesaid County and  
State, and more particularly described as follows, to-wit:

All water reservations heretofore reserved by first parties,  
or by the Riverside Land and Irrigating Company, a corporation,  
now dissolved, but of S. C. Evans is the sole successor in interest,  
as effecting any lands in the City of Riverside, or the County of  
Riverside, State of California, northerly of First Street of said  
City of Riverside, excepting therefrom what may pertain to the  
lands within Fairmount Park in said City of Riverside, and also  
excepting the reservations contained in the deed from the River-  
side Land and Irrigating Company, a corporation, to the Twin Springs  
Water Company, a corporation, dated February 25, 1916, and recorded  
March 2, 1916, in Book 439 of Deeds, page 121, Riverside County  
records.

And also the full force and benefit of the immunities created  
by any and all agreements, releasing and discharging said first  
parties, and/or said Riverside Land and Irrigating Company, a cor-  
poration, from liability for damages to any premises, and/or lands,  
situated in the area hereinabove described, on account of, or caus-  
ed by, the developing, extracting, conveying and using of water on  
any lands other than the lands situate in said area from which the  
same is obtained,

be, and the same is hereby, accepted; and

BE IT FURTHER RESOLVED; that a copy of this resolution be attached  
to the said deed and that the same be recorded in the office of the County  
Recorder of Riverside County, California, and thereafter filed in the office  
of the City Engineer of said City of Riverside.

I, G. Albert Mills, the duly elected, qualified and acting Clerk  
of the City of Riverside, California, hereby certify that the foregoing  
resolution was duly and regularly introduced and adopted by the Council of  
the said City at its meeting held on the 19th day of August, 1930, by the  
following vote:

Ayes: Councilmen Redman, Backstrand, Taylor, Lindsley, Pearse,

Wells and Lohrli.

Noes: None.

Absent: None.

Ernest Willis  
Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 19th day of August,  
1930.

John A. Taylor  
Mayor Pro Tem of the City of Riverside.



QUITCLAIM DEED

S. C. EVANS AND MARY S. EVANS, HIS WIFE

TO

CITY OF RIVERSIDE,

INDEXED

AUG 7 - 1936 Book C Page 4

RECEIVED FOR RECORD

AUG 29 1936

3:00 p.m. past 2 o'clock P.M. at

REQUEST OF  
RIVERSIDE TITLE COMPANY

Copied in Book No. 872 of

INDEXED page 253 of  
seq. Records of Riverside County,  
California.

JACK A. ROSS Recorder.

By J. A. Ross Deputy Recorder.

Fees \$ 12.00

COMPAANED

Document F. Keller  
A. Lanahan  
Book

71334-1475

Return to  
City Clerk  
ofallest mch  
Riverside, Calif.

RIVERSIDE TITLE COMPANY

and have been paid

784  
CABLE ADDRESS "TITLE TRUST"

# Title Insurance and Trust Company

INCORPORATED DECEMBER 20TH 1903

WILLIAM H. ALLEN, JR.  
PRESIDENT  
STUART O. MELVENDY  
FIRST VICE PRESIDENT  
O. P. CLARK  
SECRETARY

CAPITAL AND SURPLUS \$9,000,000

TITLE INSURANCE BUILDING

LOS ANGELES

Amount \$10,000.00

784/82

No. 71334-775-R

## Owner's Policy of Title Insurance

## Title Insurance and Trust Company

2. Descripta Corporation, of Los Angeles, California, herein called the Company,

for a valuable consideration, paid for this Policy of Title Insurance,

Does Hereby Insure

Lot 2 of Division 12 as shown on file in Book 10 page 4 of Maps of County of Riverside County, California.

CITY OF RIVERSIDE

as owner of the land described in Schedule A, and (a) if said owner is a person, any person or corporation deriving an estate or interest in said land as heir or devisee of said owner, or (b) if said owner is a corporation, any person or corporation deriving an estate or interest in said land, by dissolution, merger or consolidation, herein called the Insured, against all loss or damage not exceeding Ten Thousand - - - - - dollars, which the Insured shall sustain by reason of the title to said land being vested at the date hereof otherwise than as therein stated, or by reason of unmarketability of the title of the Insured to or in said land, on account of defects, liens, encumbrances and other matters not excepted in Schedule B, or by reason of any defect in, or lien or encumbrance on said title, at the date hereof, other than defects, liens, encumbrances and other matters set forth in said Schedule B, all subject however to the conditions and stipulations hereto annexed, which conditions and stipulations together with said Schedules A and B are hereby made a part of this Policy.

IN TESTIMONY WHEREOF, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this

Twenty-ninth day of August 1930 at 2:30 P. M.

TITLE INSURANCE AND TRUST COMPANY,

By

*William H. Allen Jr.*  
President.

Attest:

*Pho E. Johnson*  
Assistant Secretary  
-1-

This Policy consists of 4 pages which are numbered at the end of each page.

984

## SCHEDULE A

1. The title to said land is at the date hereof vested in fee simple absolute in

CITY OF RIVERSIDE,

a Municipal Corporation.

2. Description of the land, title to which is insured by this Policy:

In the County of Riverside, State of California, and described as follows:-

Lot 0 of Rivera Tract as shown by Map on file in Book 10 page 4 of Maps, records of Riverside County, California.

January 1, 1930.

SCHEDULE B

EXCEPTIONS

The Company does not, by this Policy, insure against:

- (1) Any facts which a correct survey and inspection of said land would show, rights or claims of parties in possession of any part of said land, easements, liens or encumbrances which are not shown by the official records of (a) the Counties of San Bernardino and Riverside; (b) the Federal Offices at Los Angeles.
- (2) Any lien created or levied by any district, unless shown as a record lien by the official records of the Counties of San Bernardino and Riverside.
- (3) Action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.
- (4) County Taxes for the fiscal year 1930-31, payable November 1, 1930.
- (5) A Right of Way reserved to the Riverside Water Company and its assigns for the construction and maintenance of all necessary water ditches, pipes, flumes and apparatus for the purposes of irrigation and domestic use.
- (6) A Right of Way along the Southerly line of the hereinabove described property for purposes of storm water ditch and levee as granted to the City of Riverside by Deed recorded in Book 400 page 89 of Deeds, records of Riverside County, California.
- (7) Subject to the rights and reservations mentioned and contained in Deed from the Riverside Land and Irrigating Company, a corporation, to the Twin Springs Water Company, a corporation, dated February 25, 1916 and recorded March 2, 1916 in Book 439 page 121 of Deeds, records of Riverside County, California, as referred to in Deed from S. C. Evans and Mary S. Evans, his wife, to the City of Riverside, filed for record August 29, 1930 in the office of the County Recorder of Riverside County, California.

## CONDITIONS AND STIPULATIONS OF THIS POLICY

### RIGHTS AND DUTIES OF COMPANY UPON NOTICE OF CLAIM

The Company will, and shall have the right to, at its own cost, defend the Insured in all actions or proceedings founded upon a defect, lien or encumbrance insured against by this Policy. In case any such action or proceeding shall be begun, or in case knowledge shall come to the Insured of any claim of title or interest adverse to the title hereby insured, as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, the Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding and the right to defend such action or proceeding be not secured to the Company or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, in respect to which loss or damage is apprehended, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate, provided, however, that failure to notify shall in no case prejudice the claim of any Insured, if such Insured shall not be a party to such action or proceeding, nor be served with summons therein, nor have any knowledge of such action, proceeding, defect, lien or encumbrance. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and give it all reasonable aid therein, and permit it to use, at its option, the name of the Insured for such purpose. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.

The Company reserves the option to pay, settle, or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy shall terminate all liability of the Company hereunder.

### RIGHTS OF COMPANY UPON PAYMENT OF CLAIM

Whenever the Company shall have settled a claim under this Policy, it shall be subrogated to and be entitled to all rights, securities and remedies which the Insured would have had against any person or property in respect to such claim, had this Policy not been made, and the Insured shall transfer or cause to be transferred to the Company such rights, securities and remedies, and permit it to use the name of the Insured for the recovery, retention or defense thereof. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights, securities and remedies, in the proportion which said payment bears to the amount of said loss.

### LIABILITIES OF COMPANY

The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, but in no case will the Company be liable for any costs or expenses incurred by the Insured in such litigation without the written authorization of the Company. The liability of the Company under this Policy shall in no case exceed in all the actual loss of the Insured and costs which the Company is obligated hereunder to pay, and in no case shall the total liability exceed the amount of this Policy and said costs. All payments under this Policy shall reduce the amount of the insurance pro tanto.

The Company will not be liable to anyone for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof, or created or suffered by the Insured, or known to the Insured to exist at the date hereof and not disclosed in writing to the Company.

No provision or condition of this Policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice-President or the Secretary of the Company.

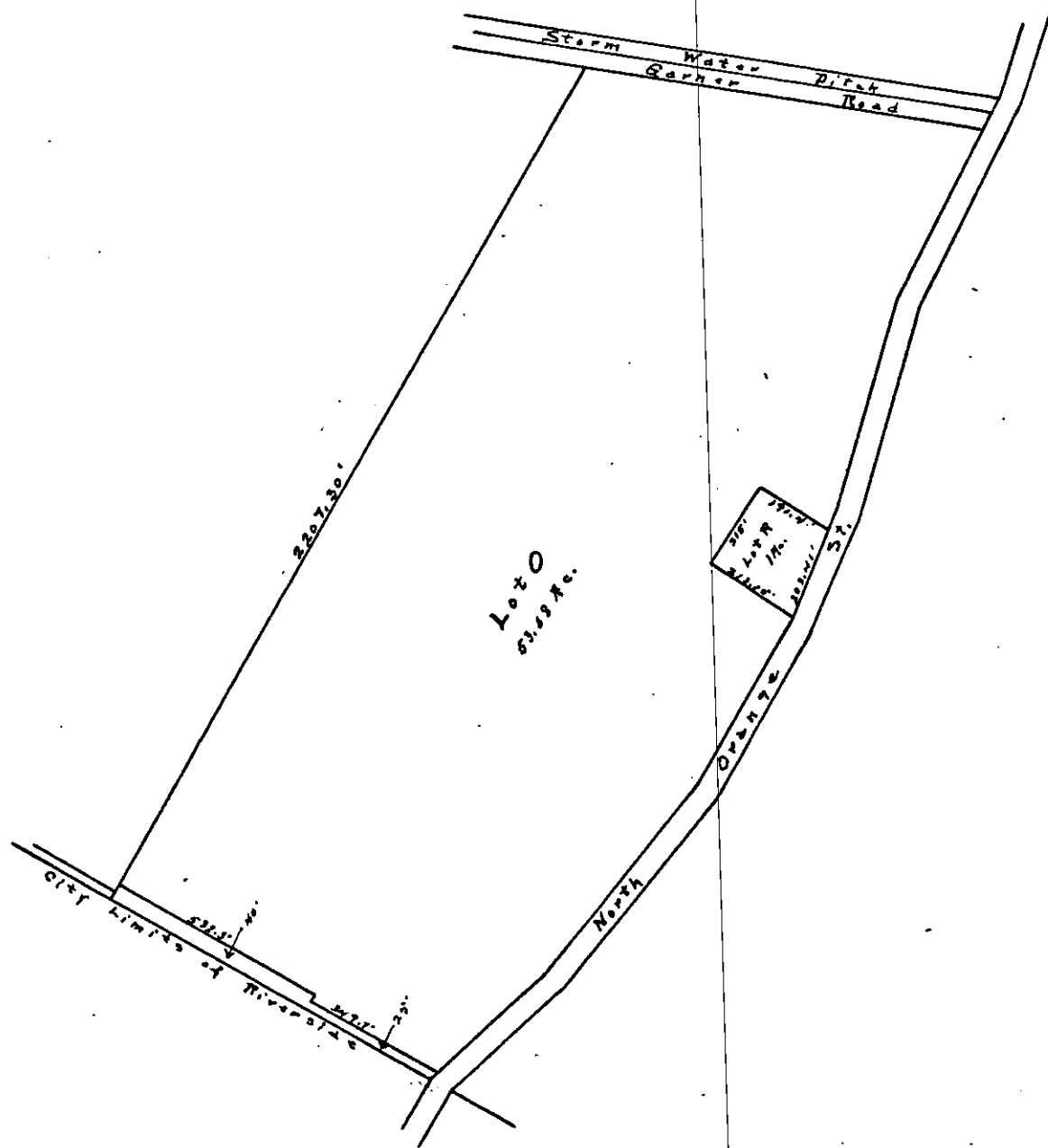
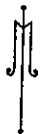


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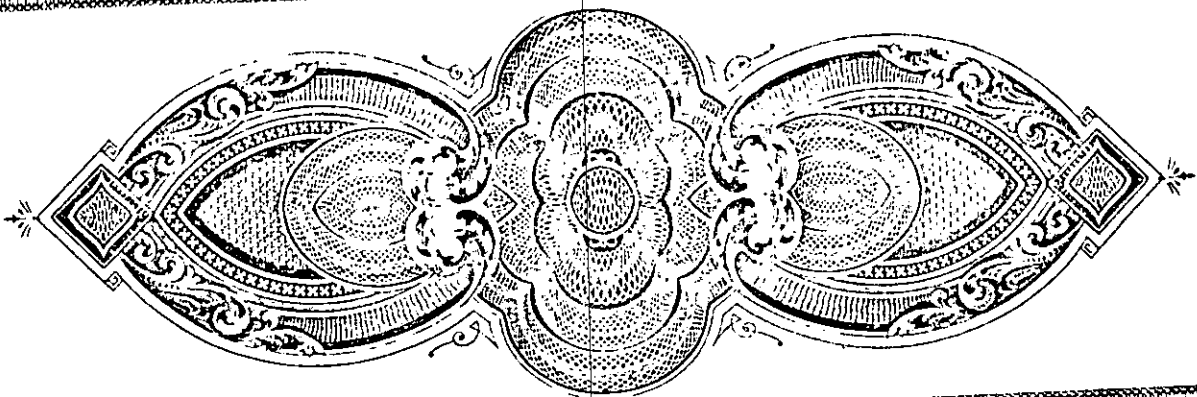
MAP BOOK 10 PAGE 4, Riv. CO. CAL.

Scale 400 ft. = 1 Inch

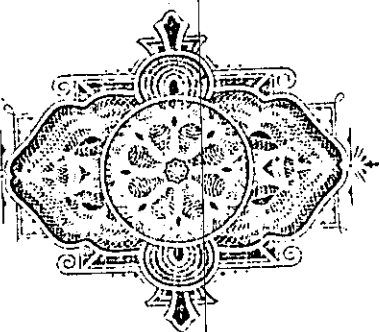


This plat is furnished for information only. It is compiled from data which we believe to be accurate, but no liability is assumed by this company as to the correctness of such data.

RIVERSIDE TITLE COMPANY



# Title Insurance and First Company



LOT "O", RIVERA TRACT.

TITLE INSURANCE  
+ BUILDING +

LOS ANGELES, CALIFORNIA.

PURCHASED FROM  
S. C. EVANS, ET AL  
1930

